## PF TIONER'S EXHIBIT #1

BOOK 38 PAGE 618

INDEMNITY MORTGAGE - NO STAMPS REQUIRED UNDER SEC. 278 (i) of ARTICLE OF ANNOTATED CODE OF MD.

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The In Tearly factor 201 75" 15 70 at 12 15 cm Day Recorded & Exid per Charles C. Keller, CLK

IAN 20-75 B #22936 \*\*\*\*\*20.50

INDEMNITY THIRD
THIS MORTGAGE, Made this

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day of January

in the year one thousand nine hundred and seventy-five JAMES E. CROSBY and MURIEL A. CROSBY, his wife,

by and between

Mortgagors, of Frederick County , in the State of Maryland, of the first part, and LINCOLN LEASING CORPORATION, a body corporate of Pheonix, Arizona

WITNESSETH: WHEREAS on September 13, 1974 said Mortgagors were indebted to the Ancillary Acceptance Corporation of Phoenix, Arizona, for the sum of TWENTY-FIVE THOUSAND, EIGHT HUNDRED FIFTY (\$25,850.00) Dollars, which sum was lent to the Mortgagors evidenced by a lease agreement dated September 13, 1974 pursuant to which said sum was repayable to the said Ancillary Acceptance Corporation with interest from date on any unpaid balance, principal and interest, being payable in monthly installments of FIVE HUNDRED FIFTY (\$550.00) Dollars each commencing on the 15th day of September, 1974 and continuing on the 15th day of each and every month thereafter, with the entire principal and interest if not sooner paid being due and payable on August 15, 1978. Said lease agreement was thereupon assigned on even date to the within Mortgagee, LINCOLN LEASING CORPORATION.

WHEREAS the said Mortgagors, desiring and intending to indemnify the within Mortgagee and secure the prompt repayment of said sum of money and as a condition of said loan, execute this mortgage. In the event the subject property is conveyed prior to the 15th day of August, 1978, the entire principal and interest shall at once become due and payable.

Now This Mortgage Witnesseth that in consideration of the premises and of the sum of One Dollar,

the said JAMES E. CROSBY and MURIEL A. CROSBY, his wife

do grant and assign unto LINCOLN LEASING CORPORATION

a body corporate of Phoenix, Arizona, its

bežrakovenskura zadvoda istorakova,

successors and assigns, in fee simple

all those tracts or parcels intxx

Liberty District, Frederick County, Maryland aforesaid and described as follows,

to wit: PARCEL NO. 1: BEGINNING for the same at the end of nineteen perches on the twenty-sixth line of "Addition to Whiskey Ridge" and running with said land one line, making allowances to suit former locations viz: (1) S 680 East 77 perches to a stone at the beginning in a deed dated October. 4, 1860 from John Rowe and Susan S. Rowe, his wife to Martha Cashour for 15 acres and 35 1/2 square perches of land, it being part of the same tract or tracts of land aforesaid, and recorded in Liber B.G.F. No. 6, folio 239, one of the Land Records of Frederick County Court, then running with the given or last line reversed in said deed (2) S 74° East 90 perches and 9/10 of a perch to a stone planted at the end of the fifth line in said deed, it also being the end of the sixth line of Samuel B. Epply's lot purchased by him of said William Jones (Senior) and wife, then binding on said Samuel B. Epply's land reversed (3) N 26 3/40 East 35 4/10 perches to an elm tree marked with sixteen notches, (4) N 1/4° West 8 perches and 35/100 of a perch to a Sycamore tree marked with sixteen notches, (5) N 29  $1/4^{\circ}$ West 13 2/10 perches to a white oak tree marked with sixteen notches, it also being at the end of the seventh line of Frederick Maisel's lot and with said seventh line reversed, (6) N 37  $3/4^{\circ}$  West 5 1/10 perches to a corner of Frederick Maisel's land, then binding on the lines of said Frederick Maisel's land, (7) N 21  $1/2^{\circ}$  East 6 perches to the north side of Linganore Creek to the east side of the north abutment of the bridge over · i rimanne Creek. Still binding on the lines of said John Henry's lan--